

# TENDER DOCUMENT

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Army Institute of Technology  
Dighi Hills, Alandi Road  
Pune-411015

AIT/0810/74/2017-18/Proj

22 Dec 17

To

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## **TENDERING ENQUIRY FOR PROCUREMENT OF MATLAB SOFTWARE (LATEST VERSION) FOR DEPARTMENT OF MECHANICAL ENGINEERING**

Sir.

1. Army Institute of Technology, hereinafter referred to as Customer, is interested in procurement of MATLAB Software for Mechanical Department.

(a) Only the enclosed formats (Appendix 'A' to 'C' and its Annexures) in original will be used. All sheets will be submitted duly affixed with the Company's stamp and signature of the authorised signatory of the company. Additional sheets, duly authenticated, may be attached to elucidate specifications or clarify specific issues.

(b) Costs indicated in offer for each item should be the landed cost of the item, giving break up of basic cost of item, excise, all types of taxes specified separately, levies and freight etc.

(c) Cost per unit item considering all the taxes as well as the total costs for the full quantity to be supplied will be indicated.

(d) Technical and commercial offers will be submitted on specific formats enclosed with this tender document in separate envelopes marked "Technical Offer" and "Commercial Offer" respectively.

(e) Only Original Equipment Manufacturer (OEM) or their authorised representative shall quote on behalf of the OEMs. The products being quoted will be OEMs products except where specifically stated in the tender enquiry. If the bidder is not an OEM then bidder quoting the items have to enclose authorisation letters from their principals specifically mentioning this tender reference and confirmation that principals shall give support for warranty & post warranty

services with reference to this enquiry. A letter from the OEM is required in the format enclosed in Annexure-I of Appx A.

(f) Incomplete tender are liable to be rejected.

2. Delivery Schedule. Software with necessary installations will be supplied within 2 weeks of placement of Supply Order.

3. Acceptance Testing. The software supplied will be subjected to detailed acceptance testing procedure to test individual components and successful integration of all components in Network. Modalities of the test may be worked out jointly by vendor and the customer. Specifications of the systems supplied shall be checked for the conformity with specifications given in the supply order. The customers would issue an Acceptance Certificate on successful completion of acceptance testing. The date of issue of Acceptance Certificate shall be deemed to be the date of commencement of warranty.

#### Payment Terms

4. Payment terms shall be as under: -

(a) 100% payment on receipt of software and on successful commissioning/ installation.

(b) In case of Purchase done through custom free payment through CIF, Mumbai payment terms as agreed between the vendor and customer as per laid down norms for such purchase.

5. Performance Bank Guarantee. 10% of the complete Supply Order cost shall remain under Bank Guarantee till the expiry of the warranty as '**Performance Warranty**'. The vendor shall furnish a performance Bank Guarantee equal to ten percent (10%) of the total value of the contract within the 7 days of the receipt of Supply Order. In case of adherence to the delivery schedule for all deliverables of the project as given above in Para 2, liquidated damages as given in para 6 and 7 will be deducted from this amount. **Bank Guarantee will be valid till expiry of the warranty.**

6. Liquidated Damages (LD). If the vendor fails to complete in full all deliveries of software within the stipulated period, in accordance with the, supply order, the vendor shall pay to the Customer AIT, liquidated damages, at the rate of one percent (1%) of the total value of project cost, for each complete week or part thereof for delay up to a maximum of ten percent (10%) of the value of supply order. Thereafter the Customer will have right to terminate the supply order in case or such delay beyond 4 weeks, and the Customer would have the option to buy the hardware/ software/ system and implement the project from the market at the vendors risk and cost. The mode and method of such risk purchase would be at the total discretion of the customer.

7. Method of Payment of Liquidated Damages. The amount charged as liquidated damages shall be deducted by the Customer from the amount due for payment to the Vendor. If the amount of such LD exceeds the payments due to the vendor, the vendors shall within 30 (thirty) days make payment to the customer in full and final settlement of claims failing which the Bank Guarantee will be encashed to make good the amount exceeding the payments due to the vendor.

## Warranty and Maintenance Backup

8. Warranty. Vendors will provide free onsite comprehensive warranty for the complete systems Network for a minimum period of one/three years or higher as provided by OEM. Warranty shall include hardware, software and any other pre-loaded software as ordered from the date of acceptance. During the warranty, the vendor will repair/replace without any cost any equipment/part/accessory, which becomes, defective. During the warranty period all warranty benefits received by vendor from the OEMs, for any equipment pertaining to third parties will be passed on in to the Customer. The Customer may invoke the bank guarantee in case vendor fails to ensure rectification of defects within one week of the defect being intimated. Vendor will ensure 99% systems availability during the warranty period. Items of consumable nature that may not be replaced free on account of defect/malfunction must be specified clearly in the offer. Failure to provide this Information shall be treated as all items components consumables are covered under warranty. Software update will be provided free of cost during warranty.

9. System Maintenance During Warranty (If applicable). In order to ensure functionality of systems supplied during warranty period, vendor shall provide System maintenance which would include hardware maintenance and software support. Vendor will provide the following: -

(a) Vendor will ensure that the system continues to perform in exactly the same manner as at the time of acceptance.

(b) Hardware Maintenance. Maintenance of systems should be onsite. Customer may approve if any equipment is required to be move out of site for repairs at the request of vendor. On site vendor will carry out preventive maintenance once every 2 months during warranty period.

10. Software Support Beyond Warranty Period. In order to ensure functionality of system during the life time vendor shall guarantee to provide system support for this entire duration. Vendor will provide the following: -

Commercial / Bought out Software by Vendor. Vendor shall provide all updates/upgrades/patches that may come free of cost from the principles. As and when customer wishes to upgrade commercial software so supplied, vendor shall also provide complete assistance.

11. Conditions during Warranty. The vendor should fulfil the following conditions during the warranty :-

(a) Any failure in the system or a subsystem thereof should be rectified within a maximum period 48 hours of lodging a complaint including loading of operating software if required.

(b) If the system is down beyond 48 hours, penalty at the rate of Rs 500/- (Rs Five hundred only) per day will be charged or recovered out of the Bank Guarantee held towards the warranty. In case of any system/sub system being down for more than seven working days, Customer has the option to get it repaired from any suitable agency at the risk and cost to be borne by the vendor, which will be deducted from the Bank Guarantee due to vendor.

(c) Any system failing at subsystem level three times within a period of three months or displaying chronic faulty behaviour or manufacturing defects or quality control problems will be totally replaced by the vendor at his risk and cost within 30 days of being intimated.

### Submission of Offers

12. You are requested to indicate the acceptance of the above offer based on the terms and conditions as given out in the aforesaid paragraphs and anywhere in the tender documents as per Appendix 'C'.

13. You are requested to **submit your offers** as technical and commercial offers, will be **in separate envelopes** marked '**Technical Offer**' and '**Commercial Offer**' respectively. Certificate to be signed, and stamped by authorised signatory of company is also to be attached as per Annexure I to Appendix 'A'. Technical offer should contain Appendixes 'A', 'C' including Annexure and all relevant technical document and commercial offer will consist of Appendix 'B'.

14. Once the supply order is placed, it will be the vendor's responsibility to make the project functional. Any additional cost incurred in installation of hardware/software and for which the vendor has not bid at the time of submission of the final offer will be borne by the vendor.

15. Make, model and version (Latest) will be specified for all items being offered. Complete technical specifications and literature for hardware software pre-loaded or otherwise will be attached with the Technical bid.

16. Any offer received incomplete or ambiguous is likely to be rejected at the discretion of the AIT without recourse to further clarifications. AIT also reserves the right to seek clarifications with one or more vendors if deemed necessary and also not accept any offer at all. In case they are not reasonably priced.

17. Any conditions/terms given in the technical or commercial bids by vendors will not be binding on the AIT, Pune. In case the product specifications called in tender are not available technical specification set out in the tender may be changed at the discretion of the customer. The decision of the customer in deciding the technical specification shall be final. All the terms and conditions for the supply, delivery, testing and acceptance, payment, warranty, uptime, penalty will be as given herein and no change in any term or condition by the vendors will be acceptable. Alterations, if any, in the tender documents should be attested properly by the vendor failing which the tender will be rejected. Vendors will not make any assumptions while submitting their bids. If required, clarifications will be sought prior to submission of bids.

18. Withdrawal of offer by vendor after opening of commercial bids shall render the vendor unreliable and out right debar him from attending any further transaction/ negotiations without giving any reason thereof. Proceeding shall be initiated by customer to black list the vendor on this account.

19. Vendors/authorised reps of vendor shall be required to attend the Technical Evaluation Committee (TEC) meeting and Price Negotiation Committee (PNC) meeting. Date and time of such meetings will be intimated from time to time by customer. TEC/PNC reserves the right to disqualify the vendor, due to non-attendance of ' any ' of the meeting by the vendor or his representative.

20. Terms and conditions for the procurement are attached as Appendix 'C'. The details of similar project executed by vendor in various Govt/reputed firm may be enclosed. These will be signed by the authorised company representative and stamped with the company stamp.

21. You are requested to send your best offer in the office of the undersigned by 15 Jan 17. Any offer received after this may be rejected at the discretion of the AIT, Pune. A cheque in favour of 'Army Institute of Technology' for an amount of Rs 250/- has to be enclosed along with the tender as tender money.

22. Please ensure that this is your best and final offer.

(Note. Vendors will submit their technical and commercial bids on the original tender document including appendices and annexure. Photocopies will not be accepted).

**Training: Extensive training of 5 Days has to be given to 5 Faculty members from the Department of Mechanical Engineering**

Sd/-xxx  
(KE Vijayan)  
Col(Retd)  
Jt Director  
For Director

**TECHNICAL OFFER FOR PROCUREMENT OF MATLAB SOFTWARE (LATEST**  
**VERSION) FOR DEPARTMENT OF MECHANICAL ENGINEERING**

MATLAB Software with following modules:

<b>Sr No</b>	<b>Description/Toolbox/Remarks</b>	<b>License Qty</b>
	<b>License Type</b>	Permanent
1	MATLAB	20
2	Simulink	05
3	Simscape	01
4	Control System Toolbox	01
5	Partial Differential Equation Toolbox	01
6	Symbolic Math Toolbox	01
7	Curve Fitting Toolbox	01
8	Optimisation Toolbox	01
9	Simscape Fluids	01
10	Simscape Multibody	01
11	Simscape Driveline	01
12	Data Acquisition Toolbox	01
13	MATLAB Report Generator	01

**Note**

1. Software should be installable/working on Windows 8.1 Operating System
2. All the modules must come with 1/3 year upgrade and annual maintenance

(ON THE ORIGINAL LETTER HEAD OF THE PRINCIPAL  
ORIGINAL EQUIPMENT MANUFACTURER)

To.  
Director  
AIT  
Pune-411015

**Sub : Authorisation Letter for Tender No**

**Due on : \_\_\_\_\_**

Dear Sir,

With reference to the above mentioned tender, we hereby authorized M/s \_\_\_\_\_ to quote the **MATLAB SOFTWARE** technically & commercially on our behalf for the above mentioned tender due on \_\_\_\_\_ for AIT, Pune.

In the event of the order being placed on \_\_\_\_\_ against the above tender, we hereby guarantee to supply the products as required by them as per the scope of work of the above mentioned tender.

Thanking you,

Yours faithfully.

For \_\_\_\_\_

(Authorised Signatory)

**COMMERCIAL OFFER FOR PROCUREMENT OF MATLAB SOFTWARE (LATEST**  
**VERSION) FOR DEPARTMENT OF MECHANICAL ENGINEERING**

MATLAB Software with following modules:

<b>Sr No</b>	<b>Description/Toolbox/Remarks</b>	<b>License Qty</b>
	<b>License Type</b>	Permanent
1	MATLAB	20
2	Simulink	05
3	Simscape	01
4	Control System Toolbox	01
5	Partial Differential Equation Toolbox	01
6	Symbolic Math Toolbox	01
7	Curve Fitting Toolbox	01
8	Optimisation Toolbox	01
9	Simscape Fluids	01
10	Simscape Multibody	01
11	Simscape Driveline	01
12	Data Acquisition Toolbox	01
13	MATLAB Report Generator	01

**Note**

1. Software should be installable/working on Windows 8.1 Operating System
2. All the modules must come with 1/3 year upgrade and annual maintenance



**ACCEPTANCE OF TERMS AND CONDITIONS FOR PROCUREMENT OF MATLAB**  
**SOFTWARE (LATEST VERSION) FOR DEPARTMENT OF MECHANICAL**  
**ENGINEERING**

1. Validity : Vendor confirms that the prices are valid upto \_\_\_\_\_
2. Payment Terms
  - (a) 100% payment on receipt of stores and on successful commissioning/ installation.
  - (b) In case of Purchase done through custom free payment through CIF, Mumbai payment terms as agreed between the vendor and customer as per laid down norms for such purchase.
3. Performance Clause. The vendor shall furnish a performance Bank Guarantee equal to five percent (10%) of the total value of the contract within seven days of receipt of supply order. In case of non-adherence to the delivery schedule for all deliverables of the project as provided In the Tender Document, liquidated damages as provided in the Tender document will be deducted from this amount. Bank guarantee will be valid till the expiry of the warranty.
4. Delivery Period. 2 weeks after receipt of Purchase Order.
5. Liquidated Damage. If the vendor fails to complete in full, all deliveries of hardware, commercial software within the stipulated period, in accordance with this supply order, the vendor shall pay to the Customer- AIT liquidated damages, at the rate of one percent (1%) of the total value, for each complete week or part thereof, of delay upto to a maximum of ten percent (10%) of the value of supply order. Thereafter the CUSTOMER will have right to terminate the supply order in the case of such delay beyond 4 weeks, and the buyer would have the option to buy the hardware and commercial software form the market at the vendors risk & cost. The mode and method of such risk purchase would be at the total discretion of the Customer- AIT.
6. Calculation of Liquidated Damages Liquidated damages will be calculated and will be deducted out of the payments due to the vendor at the discretion of the customer.
7. Method of Payment Liquidated Damages The amount charged as liquidated damages shall be deducted by the Customer from the amount due for payment to the Vendor. If the amount or such LD exceeds the payments due to the Vendor, the Vendor shall within 30 (thirty) days make payment to the customer in full and final settlement of claims failing which the Bank Guarantee will be encashed to make good the amount exceeding the payment due to the vendor.
8. Acceptance Testing Procedure The system once installed will be subjected to an acceptance testing procedure to test individual components of systems supplied. The details of the procedure will be worked out jointly between the vendor and the customers before the finalisation of the contract. The specifications of the equipment will be in conformity with the details provided in the tender. The customer will issue an Acceptance Certificate on successful completion of acceptance testing.

9. Warranty. Vendor confirms acceptance of terms set out at Tender Document. The date of issue the acceptance certificate would be deemed to be the date on which the Warranty will commence. The vendor will provide on site comprehensive warranty for the period specified and agreed upon for hardware system software, peripherals and functioning of Network from the date at acceptance at the site.

10. The vendor will abide by the delivery schedule as laid out in Paragraph 4 above and elsewhere in the Tender Document.

11 All prices will be the landed costs and shall give break up basic cost, excise local taxes, levies, freight etc (as per format attached with document). All hard items for which Excise duty is applicable at varied rates will be specified in Commercial bid. Vendor will responsible to produce excise duty certificate in respect of all such items, whether manufactured by vendor or otherwise. Delivery of all goods shall be at Customer's premises.

#### CERTIFICATE

**It is certified that all the terms and conditions as laid down in the above paragraphs and anywhere else in the Tender Document and its appendices are accepted by the Company and we will abide by them. It is further certified that any cost incurred on additional hardware & software would be borne by vendors.**

Company Seal

(Authorised Signatory of OEM/Vendor/Company)

Place \_\_\_\_\_

Date \_\_\_\_\_

No \_\_\_\_\_

To,

Director  
AIT  
Pune-411015

**CERTIFICATE OF ACCEPTANCE AND TERMS AND CONDITIONS**

**(To Be Furnished on Receipt of Supply Order)**

Through

Sir,

1. Receipt is acknowledged of your Supply Order No \_\_\_\_\_ dated \_\_\_\_\_ together with enclosures.
2. We hereby agree to supply the said items as per the terms and conditions contained therein.

Yours faithfully

(Name & Designation of the officer signing this)

(To be signed by Vendor/Suppliers)